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**DECISION**



20380

**THE COMPTROLLER GENERAL  
OF THE UNITED STATES**  
WASHINGTON, D.C. 20546

FILE: B-202198

DATE: December 28, 1981

MATTER OF: Zinger Construction Company

**DIGEST:**

1. Protest is denied where the protester fails to show that specifications and drawings for a fire prevention sprinkler system or notations on the drawings for renovation of a building are erroneous, conflicting or ambiguous as alleged.
2. Specifications are not rendered materially defective because of immaterial or minor errors which have not been shown to have misled protester or any other bidder.

Zinger Construction Company (Zinger) protests the award of a contract under invitation for bids (IFB) N62472-77-B-0461. The IFB was issued by the Naval Facilities Engineering Command for alterations to a building at the Naval Submarine Base, New London, Groton, Connecticut. We deny the protest.

Two days prior to bid opening, Zinger objected to the terms of the specifications alleging that the terms were ambiguous and conflicting. The protest was denied by the contracting officer. Nine bids were received, including a bid by the protester. No other bidder alleged either ambiguity or error in the specifications.

While initially alleging several ambiguities or errors in the specifications, the protester has decided now to limit its protest to two alleged defects: (1) the specifications for a sprinkler system and (2) "no work" notations on various drawings.

First, Zinger alleges that although a wet sprinkler system is required by the specifications, there are no drawings furnished which indicate a sprinkler system. Further, the sprinkler system is to be installed in strict accordance with NFPA13, which sets forth standards for

sprinkler systems issued by the National Fire Protection Association. Since the specifications require a wet system and the system is to be run in the unheated area above the suspended ceiling on the second floor, Zinger contends the wet system cannot be run in that area as specified.

The sprinkler system is described in detail in section 15514 of the written specifications. Paragraph 2 of this section expressly provides that "detailed drawings [are] to be submitted by the Contractor for approval by the Contracting Officer." Also, amendment 0002, which, in part amended section 15514, provided that a dry pipe system be installed in the unheated space.

However, amendment 0002 erroneously referred to "attic spaces" in discussing the area above the suspended ceilings, which Zinger contends creates an ambiguity or constitutes an error since there is no showing of attic spaces on any drawings. The basic specification, however, specifically refers to areas with "suspended ceilings." While the reference in amendment 0002 to "attic spaces" was in error, Zinger clearly recognized this fact and stated in its protest "The specification references this area correctly as 'space above suspended ceilings,' paragraph 5." (Emphasis added.) Since Zinger knew what was meant and there is no indication that any other bidder was misled, the error was immaterial. See, Chemical Technology, Inc., B-190619, May 9, 1978, 78-1 CPD 349.

Finally, Zinger alleges that the documents do not specify the type of sprinkler to be installed in unheated ceiling spaces of stairways and mezzanines. However, section 15514, as amended by amendment 0002, expressly provides that an approved automatic wet pipe system is to be provided "throughout the entire building" except above "batt insulation at the ceiling level," which is shown in the drawings, where a dry pipe system is to be installed. Therefore, the types of sprinkler systems are specified for all parts of the building including above stairways and mezzanines.

Concerning notations of "no work" on several drawings, Zinger contends that the drawings are either defective or ambiguous because other drawings show work to be performed in these "no work" areas.

The agency responds that the notations of no work mean simply that no work is to be performed in the designated areas except as specifically or otherwise indicated.

The IFB included six sets of drawings (i.e., mechanical, electrical, plumbing). Each set consisting of one or more drawings showing different aspects of the work. We believe a reasonable reading of the drawings and accompanying notations is that the "no work to be done unless otherwise noted" refers to that specific drawing. Therefore, an area on a drawing may have such a notation which means there is no work to be done in the room as shown on that drawing but the room may require work which would be shown on another drawing.

Zinger next refers to use of the letter code "G," defined in a legend as indicating "No work to be done unless otherwise noted." This letter code appears in several areas. However, the storage area also bears the notation: "No work to be performed in this area except as shown." Zinger contends that the reader could interpret the "G" notation differently as used in the several rooms than the "G" in the storage area.

We believe the notations reasonably indicate that no work is required in the area unless the specifications or other drawings make work necessary and while the double notation is redundant, we do not find that it is either ambiguous or misleading.

Finally, Zinger asks whether the work shown on drawing A-2 also applies to A-3. We see no conflict since drawing A-2 refers to the interior of the first floor and drawing A-3 refers to the exterior of the first floor.

Based on the above, Zinger has not shown that the specifications or drawings are either erroneous, conflicting or ambiguous.

The protest is denied.

For the

*Harry R. Allen*  
Comptroller General  
of the United States